

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE:

ANAN LI STURGESS,

CASE NO.: 12-06585-3G3

Debtor.

DEBTOR'S THIRD AMENDED CHAPTER 13 PLAN

The Debtor submit the following Third Amended Chapter 13 Plan.

1. The future earnings of the Debtor is submitted to the supervision and control of the Trustee, and the Debtor shall pay to the Trustee:

- I. The sum of **\$500.00** per month for ten months, commencing from first (1st) month of the Plan and continuing through the tenth (10th) month of the Plan.
- II. The sum of **\$1,220.00** per month for fifty months, commencing from eleventh (11th) month of the Plan and continuing through the sixtieth (60th) month of the Plan.

2. The life of this Plan shall be **sixty (60)** months.

3. From the payments so received, the Trustee shall make disbursement as follows:

A. PRIORITY CLAIMS

1. The fees and expenses of the Trustee shall be paid over the life of the Plan at the rate of ten percent (10%) of the amount of all payments under the plan.

2. **REHAN N. KHAWAJA** is owed the sum of \$3,000.00 for representing the Debtor in this case. The Trustee shall pay this sum by six (6) payments of \$450.00 per month, commencing from the first (1st) month of the Plan and continuing through the sixth (6th) month of the Plan and one (1) payment of \$300.00 in the seventh (7th) month of the Plan.

3. **INTERNAL REVENUE SERVICE** has a priority claim for income taxes in the amount of \$15,971.66. The Trustee shall pay the foregoing amount by making one (1) payment of \$150.00 in the seventh (7th) month of the Plan; three (3) payments of \$450.00 per month, commencing from the eighth (8th) month of the Plan and continuing through the tenth (10th) month of the Plan; thirteen (13) payments of \$1,098.00 per month, commencing from the eleventh (11th) month of the Plan and continuing through the twenty-third (23rd) month of the Plan and one (1) payment of \$197.66 in the twenty-fourth (24th) month of the Plan.

B. SECURED CLAIMS

1. **CHASE BANK** holds a first mortgage on Debtor's property located at 9043 Brewer Creek Place, Manassas, VA. Debtor hereby surrender her interest in the said collateral in full satisfaction of the debt.

2. **WELLS FARGO BANK** holds a second mortgage on Debtor's real property located at 9043 Brewer Creek Place, Manassas, VA. Debtor hereby surrender's her interest in the collateral in full satisfaction of the debt.

3. **PNC BANK** holds a mortgage on Debtor's real property located at 3522 Knoll Point Drive, Garland, TX. Debtor is current on her payments to this creditor and will continue making the payments on this debt outside this Chapter 13 Plan.

C. UNSECURED CLAIMS

1. All unsecured creditors, including those secured creditors who have deficiency claims, who timely filed their claims shall receive distribution pro-rata. The Trustee shall distribute to the unsecured creditors by one (1) payment of \$900.34 in the twenty-fourth (24th) month of the Plan and thirty-six (36) payments of \$1,090.00 per month, commencing in the twenty-eighth (28th) month of the Plan and continuing through the sixtieth (60th) month of the Plan.

D. MISCELLANEOUS PROVISIONS

1. The Debtor(s) do/does not reject any executory contracts.
2. Title to all property of the estate shall revert in the Debtor(s) upon confirmation of this Plan, subject to all vested liens.
3. Each allowed secured mortgage claim account shall be deemed current as of the date of confirmation for the purpose of requiring annual timely escrow account statements pursuant to the provisions of 24 C.F.R., §3500.17(i). This provision does not excuse the Debtor(s) from making the required payments under the terms of this Plan.
4. Any claims filed after the claims deadline, shall receive no distribution under this Plan unless specifically provided for above. This shall not apply to claims filed by the Debtor(s).
5. Any mortgage lien holder who has established, or who will establish, an escrow account in connection with the mortgage loan shall (a) conduct an annual escrow analysis in the debtor's account; (b) notify the Debtor(s) and the Chapter 13 Trustee on an annual basis if there is an escrow account deficiency, stating the amount of such deficiency and the reason for

the deficiency; (c) furnish the debtor and the Chapter 13 Trustee an annual escrow account statement that meets the requirements of 12 C.F.R., §3500.17(i). Any such escrow analysis must be performed in a timely manner so as to allow payment of taxes and insurance premiums at the discount provided by applicable State law.

6. Confirmation of this Plan shall mean that the Debtor(s) has/have met all requirements of 11 USC § 521(a)(1).

7. Except as provided for in the Plan, the order confirming the Plan or other court order, no interest, late charges, penalties or attorney's fees will be paid or accessible by any secured creditor. 11 U.S.C. Section 1327(a) provides:

“The provisions of a confirmed Plan bind the debtor(s) and each creditor, whether or not the claim of such creditor provided for by the Plan, and whether or not such creditor has objected to, has accepted, or has rejected the Plan.”

8. Confirmation of the Plan shall impose an affirmative duty of the holders and/or the servicer's of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor(s) to do all of the following:

- I To apply the payments received from the trustee on the pre-petition arrearages, if any, only to such arrearages. For purposes of this Plan, the “pre-petition” arrears shall include all sums included in the “allowed” proof of claim and shall have a zero balance upon the entry of the Discharge Order in this case.

- II To deem the pre-petition arrearages as contractually current upon confirmation of the Plan, thereby precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default of defaults.
- III To apply the direct post-petition monthly mortgage payments paid by the trustee or by the Debtor(s) to the month in which each payment was designated to be made under the Plan or directly by the Debtor(s), whether or not such payments are immediately applied by the creditor to the outstanding loan balance or are placed into some type of suspense forbearance, or similar account.

9. Any post petition costs or expenses incurred by or on behalf of any secured creditor will be discharged upon the Debtor's completion of the Plan, unless specifically provided for in this order, or by further order of the Court on motion filed prior to completion of the Plan.

10. The fees and expenses of the Trustee provided for in Paragraph A(1) are set by the United States Trustee. Should the percentage of these fees and expenses are reduced by the United States Trustee's office, the Debtor's monthly payment shall change accordingly to reflect the change in the Trustee's commission.

DATED: This 21st day of June, 2013.



REHAN N. KHAWAJA, ESQUIRE

Florida Bar No. 0064025

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817 North Main Street

Jacksonville, Florida 32202

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Facsimile: (904) 355-8058

E-Mail: khawaja@fla-bankruptcy.com

Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Debtor's Third Amended Chapter 13 Plan has been furnished electronically or by United States Mail to all parties listed on the attached matrix at the addresses shown thereon this 21st day of June, 2013.



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Label Matrix for local noticing
113A-3
Case 3:12-bk-06585-PMG
Middle District of Florida
Jacksonville
Wed Jun 19 11:31:48 EDT 2013

Anan Li Sturgess
871 Atlantic View Drive
Fernandina Beach, FL 32034-4812

ARI Green Energy, Inc.
871 Atlantic View Drive
Fernandina Beach, FL 32034-4812

Baptist Nassau
P.O. Box 3495
Toledo, OH 43607-0495

CHASE
PO BOX 15298
WILMINGTON, DE 19850-5298

DISCOVER FIN SVCS LLC
PO BOX 15316
WILMINGTON, DE 19850-5316

Florida Dept. of Revenue
Bankruptcy Unit
P.O. Box 6668
Tallahassee, FL 32314-6668

I.C. SYSTEM INC.
P.O. BOX 64378
ST PAUL, MN 55164-0378

Law Office of Nancy Akel Draughon, PA
3733 University Blvd, W Suite 212
Jacksonville, FL 32217-2155

Nationwide Credit, Inc.
3835 North Freeway Blvd. Suite 115
Sacramento, CA 95834-1977

InSolve Recovery, LLC, c/o Capital Recovery
Dept 3203
PO BOX 123203
Dallas, TX 75312-3203

SunTrust Bank
c/o GrayRobinson, P.A.
50 North Laura Street
Suite 1100
Jacksonville, FL 32202-3611

American Express Centurion Bank
c o Becket and Lee LLP
POB 3001
Malvern, PA 19355-0701

Baptist Nassau
PO Box 44114
Jacksonville, FL 32231-4114

CHASE
PO BOX 24696
COLUMBUS, OH 43224-0696

Discover Bank
DB Servicing Corporation
PO Box 3025
New Albany, OH 43054-3025

Frost Arnett Company
PO Box 198988
Nashville, TN 37219-8988

Independence HOA
c/o GHA Community Management
P.O. Box 105007
Atlanta, GA 30348-5007

Main Street Acquisition Corp., assignee
of CHASE BANK USA, N. A.
c o Becket and Lee LLP
POB 3001
Malvern, PA 19355-0701

Noro IP
10142 Bessemer Pond Court
Riverview, FL 33578-2119

LVNV Funding LLC
c/o Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

AMEX
PO BOX 297871
FORT LAUDERDALE, FL 33329-7871

BK OF AMER
DE5-019-03-07
NEWARK, DE 19714

Bernhardt Labs
5008 Mustang Road
Jacksonville, Florida 32216-6028

Comcast
P.O. Box 530099
Atlanta GA 30353-0099

FIA Card Services, N.A. as successor to
Bank of America, N.A. (USA)
and MBNA America Bank, N.A.
4161 Piedmont Parkway (NC4 105 03 14)
Greensboro, NC 27410-8110

GrayRobinson, P.A.
c/o Kenneth B. Jacobs, Esquire
50 North Laura Street, Suite 1100
Jacksonville, FL 32202-3611

Internal Revenue Service
P.O. Box 7346
Philadelphia PA 19101-7346

(p)NASSAU COUNTY TAX COLLECTOR
86130 LICENSE ROAD
STE 8
FERNANDINA BEACH FL 32034-3786

PNC MORTGAGE
6 N MAIN ST
DAYTON, OH 45402-1908

PMC Mortgage
3232 Newmark Drive
Miamisburg OH 45342-5433

Suntrust Bank
Attn: Bankruptcy Department
PO Box 26264
Richmond, VA 23260-6264

United States Attorney
300 North Hogan St Suite 700
Jacksonville, FL 32202-4204

WELLS FARGO BANK NV NA
PO BOX 31557
BILLINGS, MT 59107-1557

Wells Fargo Bank, NA
1 Home Campus
MAC X2303-01A
Des Moines, IA 50328-0001

Zephyrhills Water
7035 Davis Creek Road
Jacksonville FL 32256-3027

Kenneth B Jacobs +
GrayRobinson, P.A.
50 North Laura Street, Suite 1100
Jacksonville, FL 32202-3611

Rehan N. Khawaja +
817 North Main Street
Jacksonville, FL 32202-3028

United States Trustee - JAX 13/7 7+
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801-2217

Douglas W. Neway +
P O Box 4308
Jacksonville, FL 32201-4308

Wayne B Spivak +
Albertelli Law
Post Office Box 23028
Tampa, FL 33623-2028

Note: Entries with a '+' at the end of the
name have an email address on file in CMCF

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Nassau County Tax Collector
96135 Nassau Place
Yulee FL 32097

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Paul M. Glenn
Jacksonville

(u)U.S. Bank National Association as Trustee,

(d)Anan Li Sturgess
871 Atlantic View Drive
Fernandina Beach, FL 32034-4812

(d)InSolve Recovery, LLC, c/o Capital Recover
Dept 3203
PO BOX 123203
DALLAS, TX 75312-3203

(d)Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

(d)LVNV Funding LLC
c/o Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

End of Label Matrix
Mailable recipients 41
Bypassed recipients 6
Total 47